

If to Compass:

David Blatt
Compass Financial Partners LLC
4730 South Fort Apache, Suite 140
Las Vegas, NV 89147

If to the Company:

USA Commercial Mortgage Company
4484 S. Pecos Rd.
Las Vegas, NV 89121
Attn: Thomas J. Allison
Telephone: (702) 734-2400
Facsimile: (702) 734-0163

The Parties hereto shall have the right from time to time to change their respective addresses and facsimile numbers by written notice to the other Parties.

17. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

18. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be binding in the same manner as original signatures.

19. INDEPENDENT CONTRACTOR. The Company shall perform under this Agreement as an independent contractor. Nothing set forth herein shall be considered or deemed to create the relationship of employer and employee, partnership, or joint venture between the parties.

20. GOVERNMENTAL AND/OR COURT APPROVALS. To the extent necessary, the Company and Compass shall, at its own expense, take any and all action necessary to obtain all required approvals and/or licenses from the United States Bankruptcy Court and the Mortgage Lending Division that are necessary for that party to consummate and carry-out the transactions contemplated by this Agreement. The parties agree to reasonably cooperate with each other in their efforts to obtain all such approvals and/or licenses.

21. THIRD PARTY BENEFICIARY. Notwithstanding anything herein to the contrary, Mesirow Financial Interim Management, LLC, its affiliates, officers, directors, employees, agents, consultants, professionals and representatives shall be deemed third party beneficiaries of this Agreement as to Paragraph 3 of this Agreement only.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above first written.

USA COMMERCIAL MORTGAGE COMPANY

By: 
Name: Thomas J. Allison
Its: President and CRO

COMPASS USA SPE LLC

By: _____
Name: _____
Its: _____

Solely for purposes of agreeing to Paragraph 3 of this Agreement:

MESIROW FINANCIAL INTERIM MANAGEMENT, LLC

By: 
Name: Thomas J. Allison
Its: Executive Vice President

21. THIRD PARTY BENEFICIARY. Notwithstanding anything herein to the contrary, Mesirow Financial Interim Management, LLC, its affiliates, officers, directors, employees, agents, consultants, professionals and representatives shall be deemed third party beneficiaries of this Agreement as to Paragraph 3 of this Agreement only.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above first written.

USA COMMERCIAL MORTGAGE COMPANY

By: _____

Name: _____

Its: _____

COMPASS USA SPE LLC



By: _____

Name: David Blatt

Its: Manager

Solely for purposes of agreeing to Paragraph 3 of this Agreement:

MESIROW FINANCIAL INTERIM MANAGEMENT, LLC

By: _____

Name: _____

Its: _____

EXHIBIT "A"

Scope of Services

Without limiting any other provision of the Agreement, but without exceeding any authority conferred upon it or restrictions imposed upon it by its License or the Conditional License Order, the Company's services, to be performed in accordance with the Agreement, shall include:

1. Ownership and control of trust account(s)
2. Issuance of funds to direct lenders
3. Accounting of funds held in trust account(s)
4. Reporting to Mortgage Lending Division and all other applicable regulatory bodies
5. Maintenance of books and records relating to the Loans
6. Maintenance and delivery to Compass of complete and accurate records of costs and expenses incurred in performing the services

The Company's services shall not include negotiations with borrowers, foreclosures, or other legal proceedings.
